



STATE FIRE MARSHAL'S OFFICE

DIVISION OF THE MISSISSIPPI INSURANCE DEPARTMENT

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JACKSON, MISSISSIPPI 39202
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Jackson, Mississippi 39205-0079
TELEPHONE: (601) 359-1061
FAX: (601) 359-1076

MIKE CHANEY
Commissioner of Insurance
State Fire Marshal

RICKY DAVIS
State Chief Deputy Fire Marshal

January 7, 2022

Mr. Minor Norman
Madison County Fire Coordinator
1633 West Peace Street
Canton, MS 39046

Dear Minor:

We are in receipt of your rural fire protection agreements by and between the Madison County Board of Supervisors and the Camden Fire Protection District, Farmhaven Fire Protection District, Kearney Park Fire Protection District, Valley View Fire Protection District, and Southwest Madison Fire Protection District. As Commissioner of Insurance, I approve these documents on behalf of the Mississippi Insurance Department, and herein return to you for execution.

Your contracts will expire on January 16, 2024. We appreciate the continued support that Madison County has shown for its rural fire protection progress. Please let me know if I can assist you further.

Sincerely,



Mike Chaney
Commissioner of Insurance

MC/jbs

Enclosure

**CONTRACT FOR FIRE PROTECTION SERVICES BETWEEN MADISON COUNTY,
MISSISSIPPI AND THE KEARNEY PARK FIRE PROTECTION DISTRICT**

THIS CONTRACT is entered into by and between the Madison County Board of Supervisors, for and on behalf of Madison County, Mississippi (hereinafter referred to as the "County"), and the Kearney Park Fire Protection District (hereinafter referred to as the "Fire District"), which is governed by a Fire District Board of Commissioners for the express purpose of providing fire protection services and other emergency services as may be a necessary and integral part of fire protection services, to Madison County in the areas and under the circumstances herein below described:

I. AUTHORITY

This Contract is entered into pursuant to the authority of Miss. Code of 1972 Annotated §§ 83-1-39, 19-5-175, and 19-5-233. The Fire District is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire District, as indicated in Exhibit "A", as attached.

II. TERM

The term of this Contract shall be for the remainder of the current term of the Madison County Board of Supervisors. After approval, this contract shall be signed by the Insurance Commissioner of the State of Mississippi and by the President of the Madison County Board of Supervisors.

III. TERMINATION

Either party to this Contract may terminate this Contract by giving thirty-days (30 days) written notice to the other party.

IV. SERVICE AREA

The Fire District shall provide fire protection services, and other emergency services as may be required as a necessary and integral part of fire protection services within the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire District from answering mutual assistance calls from other fire departments or entities under Mutual Assistance Agreements in other areas of Madison County or adjoining Counties.

V. COUNTY RESPONSIBILITIES

A. EQUIPMENT, BUILDINGS, AND INVENTORY

The County may make available to the Fire District during the term of this Contract, and any extension hereof, property, buildings, motor vehicles, various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Madison County and documented on the Property Inventory of the County, as listed on Exhibit 'B' hereto and made a part hereof.

Any other emergency equipment on loan from state or federal agencies and assigned by the County to the use of the Fire District shall be inventoried as county equipment.

Nothing in this section (V.) is to be considered as a limitation on the ability of the Fire District to own property or equipment.

B. INSURANCE

The county shall pay the cost to provide comprehensive and liability insurance coverage on all county owned motor vehicles and buildings assigned to the use of the Fire District.

The County may, at its option, purchase insurance on other equipment that is owned by the County and used by the Fire District.

C. TRAINING

The County Fire Coordinator shall schedule training from the Mississippi State Fire Academy, as available twice per year, to be held in the Madison County area. The Fire District will be encouraged to have their volunteer fire fighters participate in the training.

The Fire District is encouraged to have training meetings at least twice per month in the Fire District area to provide additional training for volunteers. The Fire District is also encouraged to coordinate training with adjacent and other fire districts in preparation for any fire event in which mutual aid will be given.

D. MAINTAINENCE OF COUNTY OWNED BUILDINGS AND EQUIPMENT

The County is responsible for repair and maintenance of building systems, including electrical, plumbing, HVAC (including filter replacement), fire suppression system, generator, roof, septic or sewer system, and related preventative maintenance.

The County provides service policies and pays the costs of annual certifications for certain equipment such as pumps and tires for fire trucks, etc., and the schedule for servicing for such will be coordinated by the Fire Coordinator.

VI. FIRE DISTRICT RESPONSIBILITIES

A. INSURANCE

The Fire District should maintain comprehensive and liability insurance on all Fire District-owned vehicles, equipment and buildings.

The Fire District should maintain Worker's Compensation Insurance on any employee of the Fire District and provide certification of such coverage to the County.

B. REPORTING

The Fire District must report damage to all buildings and equipment owned by the County to the Fire Coordinator within 2 hours of occurrence.

For repair of damage to County vehicles, property, or equipment under the care of the Fire District, the Fire District is responsible for any insurance deductible.

If an accident occurs involving a motor vehicle that is owned by the County or an injury occurs to a volunteer fireman, the Fire District shall notify the County HR Director in order to determine whether circumstances exist which would necessitate the driver of the County owned vehicle to be drug tested by a qualified testing facility.

The Fire District must maintain financial records of the receipt and expenditure of any and all funding, regardless of the source of funds, and a copy of the Fire District's financial records shall be provided to the County Fire Coordinator within ninety-days (90 days) of the fiscal year immediately ended.

The Fire District shall comply with the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation. Fire District responses to all fire alarms and fire calls shall be reported to the state through the state's online reporting system.

C. COMPLIANCE

The Fire District shall only allow licensed and trained personnel to operate motor vehicle equipment owned by the County. It is required that each driver must successfully complete an Emergency Driver Safety Course.

The Fire District shall not allow possession or use of alcoholic beverages or illicit drugs on County property and no person shall be allowed to respond to an emergency call while under the influence of alcohol or drugs.

The Fire District must comply with all state laws respecting the expenditure of funds by public entities whether originating from the County or from any other source.

VII. FINANCIAL SUPPORT

After certification of compliance with Section VI (B) of this contract by the Fire Coordinator, and upon approval and signature by both parties to this contract County shall pay to the Fire District the sum of Twenty Thousand (\$20,000.00) Dollars. Thereafter, after certification of compliance with Section VI (B) of this contract by the Fire Coordinator, the amount of Ten Thousand Dollars (\$10,000.00) shall be paid in October of each year from countywide fire protection tax money (as provided for in Miss. Code Ann. § 83-1-39) received by Madison County for the term of this Contract.

From time to time the County, in aid to the Fire District may make additional appropriations, but such appropriation shall be within the discretion of the County. The expenditure of County funds budgeted for the Fire District shall be according to the procedures and for the purposes authorized by state law. In order to facilitate major expenditures for fire fighting equipment, major repairs and/or capital construction, the County may pledge such budgeted funds as security.

VIII. FIRE DEPARTMENT MEMBERS

The Fire District shall operate a Fire Department with district employees or shall enter into fire protection agreements with volunteer or non-profit organizations to provide fire protection services within the Fire District. Such agreements must be approved by the County and subject to the following conditions:

Such volunteer or non-profit organization must warrant that it is a duly organized and existing code chartered fire department of the State of Mississippi, having an active fire department with a roster of qualified fire fighters of which not less than fifty percent (50%) have completed, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the

minimum age at which the Mississippi Fire Academy will accept students for training and testing as “Certified Fire Fighters, Level 1” and a Nationally registered Emergency Medical Technician.

The volunteer or non-profit organization shall maintain a membership roster containing the names, addresses, social security number, driver’s license numbers, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the Fire District. The Fire District will file such roster with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator.

Nothing in this section is intended to prevent the operation of multiple locations of a fire department.

IX. EQUIPMENT AND BUILDING MAINTENANCE

The Fire District shall maintain all County-owned equipment, motor vehicles, and buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the Fire District’s operating funds, and shall return all County property in as good condition as when received, except for ordinary wear and depreciation.

The Fire District will provide inspection, repair, and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department’s annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

The Fire District shall be responsible for grounds maintenance, alarm systems, pest control, and all minor repairs (light bulb replacement, clogged sinks and toilets, etc.).

X. USE OF EQUIPMENT

The equipment assigned to the Fire District shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area(s) as shown on Exhibit “A” attached hereto.

Additionally, the Fire District shall be responsible for responding to mutual assistance calls from other fire departments or entities under Mutual Assistance Agreements in other areas of Madison County or adjoining counties. When responding to such emergency calls, the Fire District shall cooperate with all other fire departments or agencies responding.

The Fire District shall have complete control of the manner and method of operating the County’s equipment, the selection of personnel, and the adoption of safety and other

regulations. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

XI. RATING IMPROVEMENTS

Diligent effort shall be made by the Fire District to attain the most effective fire rating for the area or areas being served.

XII. COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the Fire District's Board of Commissioners or over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the county to contribute to the operation and performance of the Fire District. The Fire District Board of Commissioners determine how and when Fire District funds are spent but are required to adhere to all state laws for items and services purchased using funds received from the County.

XIII. COOPERATION WITH COUNTY FIRE COORDINATOR

Pursuant to §83-1-39 (5)(a) MS Code of 1972 Ann., the County has employed a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Department of Fire Services Development, the Commissioner of Insurance, the State Rating Bureau, and the Fire District. Adherence by the Fire District to cooperate with the Fire Coordinator is expected and mandatory compliance with respect to notice of fire events and the tendering of other records is set forth in this Contract.

The Fire Coordinator is authorized by Madison County to assist the Fire District in responding to fire emergencies, and when on scene, the Fire Coordinator's principal role will be to act as Safety Officer, but, if necessary, may also assist and offer support to the Fire Department at the direction of the Chief of the Kearney Park Fire Protection District.

XIV. EFFECTIVE DATE

This Contract shall be effective as of the latest date executed by the parties and shall supersede all previous agreements between the parties.

WITNESS OUR SIGNATURES indicating Approval of the hereinabove Contract for Fire Protection Services between Madison County Board of Supervisors and the Kearney Park Fire Protection District on this the _____ day of _____ 20_____.



President, Board of Supervisors / Date

ATTEST:



Ronny Lott / Date
Chancery Clerk



Kearney Park Fire Protection District

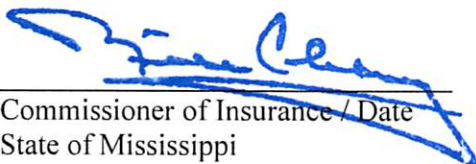

President, Board of Commissioners / Date

ATTEST:

 1/20/22

Secretary, Board of Commissioners / Date

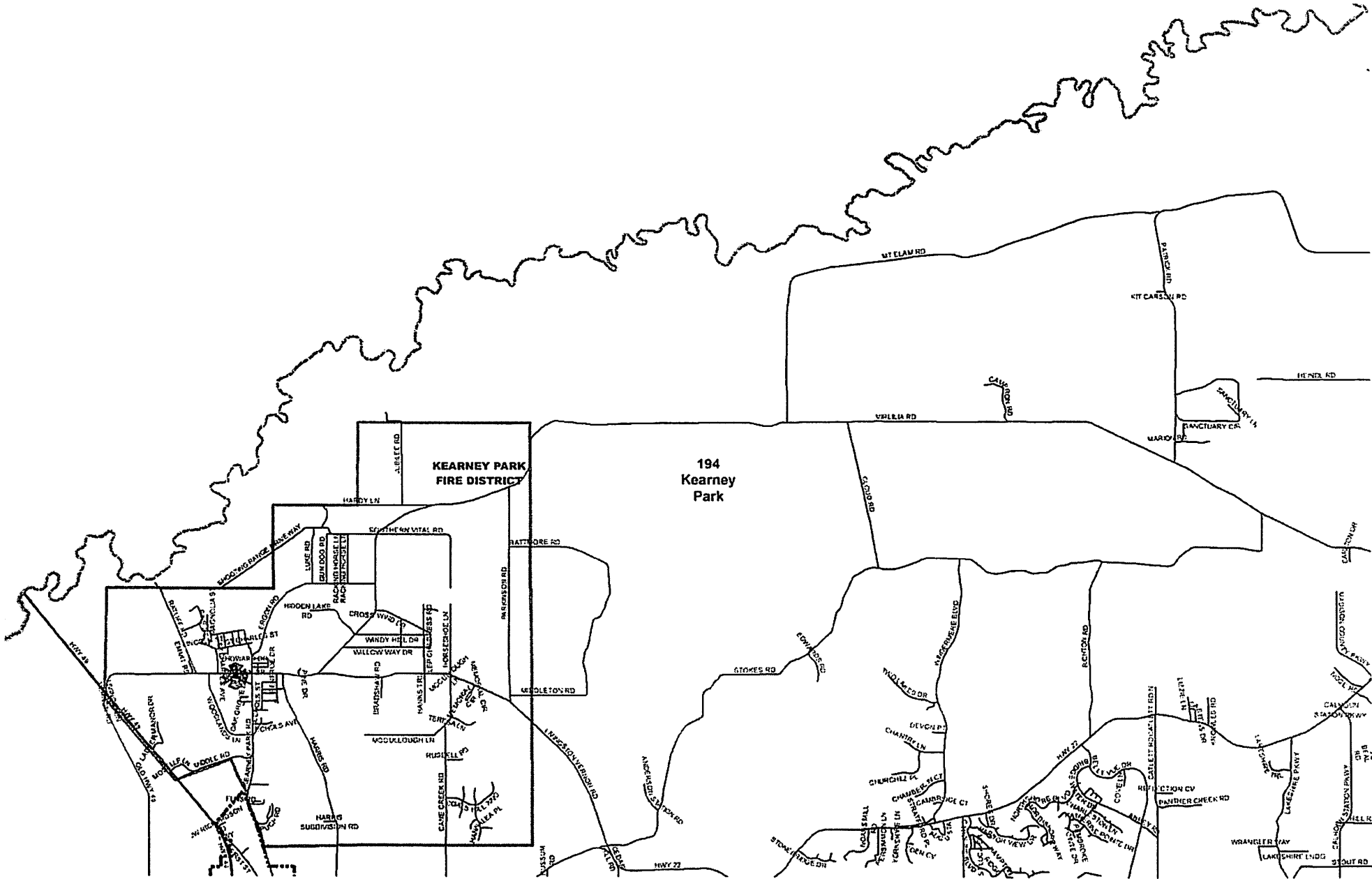
APPROVED:



Commissioner of Insurance / Date
State of Mississippi

EXHIBIT "A"

**FIRE DISTRICT GEOGRAPHICAL AREA
KEARNEY PARK FIRE PROTECTION DISTRICT**



KEARNEY PARK
ESN & LEGAL FIRE BOUNDARY
MADISON COUNTY, MS



Madison County and all attributes provided
 no warranty nor assumes liability for its
 content and/or accuracy.
 Print date 3/10/2021 by Kay Lett

EXHIBIT "B"

**BUILDINGS AND EQUIPMENT ASSIGNED BY MADISON COUNTY TO THE
KEARNEY PARK FIRE PROTECTION DISTRICT**

Madison County, Mississippi
Property Assigned to Fire District
Exhibit B

Department	Location	Purchase Date	Cost	Serial No	Asset No	Description 1	Description 2
FIRE DISTRICTS	Kearney Park	5/2/2000	1,160.00		923	FAN SUPER VACUUM PRESSURE	
FIRE DISTRICTS	Kearney Park	1/28/2008	155,235.00	2FZACHBS68AZ48415	4579	2008 FIRE TRUCK	
FIRE DISTRICTS	Kearney Park	11/5/2012	2,088.20	40770009	6238	LIFEPAK 1000 DEFIBRILLATOR	
FIRE DISTRICTS	Kearney Park	5/19/2014	11,500.00	10040278,09080587,09020171	7034	JAWS OF LIFE/KEARNEY PARK FIRE	
FIRE DISTRICTS	Kearney Park	10/5/2016	2,680.86	426CSV0036	8373	RADIO/MOTOROLA APX 4000	Marvin Ross 601260.1460
FIRE DISTRICTS	Kearney Park	10/5/2016	2,680.86	426CSV0035	8383	RADIO/MOTOROLA APX 4000	Ray Sanders 601.573.0147
FIRE DISTRICTS	Kearney Park	11/21/2017	1,952.16	X93003726230057	8892	KENWOOD 5930 RADIO	
FIRE DISTRICTS	Kearney Park	10/1/2017	279,645.00	3HAMKSTRJL540989	8902	2018 INTERNATIONAL FIRETRUCK	
BOARD OF SUPERVISORS	Kearney Park	10/1/1991	32,055.14		2046	KEARNEY PARK FIRE STATION	